C12-10-470

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

AND

TEAMSTERS LOCAL UNION NO. 769
AFFILIATED WITH
THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

EFFECTIVE OCTOBER 1, 2012
RATIFIED BY THE UNION ON OCTOBER 15, 2012
RATIFIED BY THE COUNTY ON OCTOBER 16, 2012

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ARTICLE 1

INTENT AND PURPOSE

It is the intent and purpose of the parties hereto to set forth herein the basic agreement covering rates of pay, hours of work, and conditions of employment; to achieve and maintain harmonious relations between the Board of County Commissioners, St. Lucie County, Florida, hereinafter referred to as the "County", and Teamsters Local Union No. 769, Affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union"; to insure the continuous, uninterrupted and efficient operation of all departments; and to provide for the prompt and amicable adjustment of differences that may arise. The parties agree that this Article shall not be the sole basis of a grievance filed pursuant to this Agreement.

ARTICLE 2

MANAGEMENT RIGHTS

Section 1.

Except as otherwise specifically limited in this Agreement, the Union recognizes and agrees that the supervision, management, control and determination of the County business, operations, working force, equipment and facilities are exclusively vested in the County and its designated officials, administrators, managers and supervisors. The County alone shall have the authority to determine any direct policies, mode and methods of providing its services and unilaterally set the standards for same, without any interference in the management and conduct of the County's business by the Union or any of its representatives. Except as expressly limited by a specific provision of the Agreement, the County shall continue to have the exclusive right to take any action it deems necessary or appropriate in the management of its business and the direction of its work force. Without limiting the generality of the foregoing, such rights exclusively reserved to the County shall include but not be limited to its right to determine the existence or nonexistence of facts which are the basis of management decisions; the right to determine the size and composition of its work forces; to determine the existence of a job vacancy; to temporarily fill vacancies; to hire new employees from the outside at any level; to select, reinstate, retire, promote, demote, evaluate, transfer, suspend, assign, direct, lay-off and recall employees subject to the express provision of this Agreement; to determine the fact of lack of work; to determine questions of physical fitness, skills and ability of employees to perform the work; to reward or reprimand, discharge, or otherwise discipline employees; to maintain the efficiency of employees; to determine job content and minimum qualification for job classifications and the amount and type of work needed; to engage in experimental and developmental projects; to determine what records are to be made and kept, how the records are to be made and kept, including those records relating to hours of work of employees, who will make and keep the records, how the records are to be made and kept; to establish new jobs, abolish or change existing jobs; to determine the assignment of work; to contract out or subcontract work; to schedule the hours and days to be worked on each job and each shift; to close facilities and to open new facilities; to make time studies of work loads, job assignments, methods of operation and efficiency from time to time and to make changes based on said studies; to expand, reduce, alter, combine, transfer, assign, cease, create, or restructure any department or operation for business purposes; to control, regulate and determine the number, type, and use of supplies, machinery, equipment, vehicles and other property owned, used, possessed or leased by the County; to introduce new, different or improved methods, means, and processes of County services and operations; to make or change rules and regulations, policies and practices for the purpose of efficiency, safe practices and discipline; and otherwise generally to manage the County, direct the work force, and establish terms and conditions of employment, except as modified or restricted by a provision of this Agreement. The County's failure to exercise any function or right hereby reserved to it, or, its exercising any function or right in a particular way, shall not be deemed a waiver of its rights to exercise such function or right, nor precludes the County from exercising the same in some other way not in conflict with the express provisions of this Agreement. The exercise of the rights specifically listed in this Article does not preclude the employees or their representatives from conferring with Management, ~~or~~ raising questions about the practical consequences that decisions on these matters may have on the terms and conditions of employment, or impact bargaining in accordance with applicable law.

Section 2.

Past practices of the Board of County Commissioners or County Management shall not be considered for the purpose of limiting the rights, responsibilities, or prerogatives of management, nor for the purpose of enlarging upon the specific and express limitations on management which are contained in this Agreement.

Section 3.

If the County determines that civil emergency conditions exist, including but not limited to riots, civil disorders, strikes or illegal work stoppages, hurricane conditions or similar catastrophes or disorders, the provisions of this Agreement may be suspended by the County during the term of the declared emergency. Notwithstanding the provisions of Article 3, Correspondence, notice of such suspension will be given to the Union President as soon as practicable after the determination has been made and by whatever means are appropriate under the circumstances.

Section 4.

The County shall not unilaterally change employees' wages, hours, or working conditions except as allowed herein or through impact bargaining in accordance with applicable law. In the event the Union feels the County has failed to engage in impact bargaining as provided in this Section 4, the Union shall file a grievance which shall be considered at a Step Two hearing in accordance with the procedures set forth in Article 26.

ARTICLE 3

CORRESPONDENCE

Section 1.

Unless otherwise provided in this Agreement, all correspondence from the Union to the County shall be directed to the Human Resources Director, or designee, and all correspondence from the County to the Union shall be directed to the Business Representative. To comply with the time limits contained in this Agreement, such correspondence shall be sent via the U.S. Postal Service, hand delivered, via facsimile, or email, and shall actually be received by the Human Resources Director, or designee, or Union Business Representative on or before the date due unless sent via the U.S. Postal Service. When the U.S. Postal Service is utilized, all time limits contained in this Agreement shall be considered met so long as the correspondence is mailed via certified mail and the postmark date is in compliance with the specified time limit. All other correspondence shall be mailed by the U.S. Postal Service via regular mail, hand delivered, or sent via facsimile.

Section 2.

It is the responsibility of the Union to furnish the County with a mailing address for the Union, and to advise the County of any address change. Current Union Address:

Teamsters Local Union No. 769
3400 43rd Avenue, Suite 3
Vero Beach, Florida 32960-1808
Phone: 1-772-978-0011
Fax: 1-772-978-0013
Email: stmyers769@aol.com

ARTICLE 4

ALCOHOL, DRUGS AND CONTROLLED SUBSTANCE EXAMINATION/TESTING PROCEDURES

Section 1

The County reserves the right to require all job applicants and employees to be tested for the use of alcohol, drugs or controlled substances. Alcohol, drugs and/or controlled substances shall hereinafter be referred to as "drug" or "drugs". If state or federal law regulations requires random or other types of drug testing of any job applicant and/or employee in the bargaining unit, the County will begin testing of such job applicants and/or employees as soon as required and as provided by law. The County will provide a list to the Union of the job classifications identified for random testing. All testing will be done at facilities approved by the Florida Agency for Health Care Administration or the United States Food and Drug Administration.

Section 2

The County reserves the right, at any time, to request any employee to take a drug test and/or physical examination based on reasonable suspicion. Reasonable suspicion is a belief that an employee is using or has used drugs in violation of County policy drawn from specific, objective, and articulate facts and reasonable inferences drawn from those facts. Among other things, such facts and inferences may be based upon:

A. Observable phenomena while at work, such as a direct observation of drug use or the physical symptoms or manifestations of being under the influence of a drug or drugs.

B. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.

C. A report of drug use, provided by a reliable and credible source.

D. Evidence that an individual has tampered with a drug test during his employment with the County.

E. Information that an employee has caused, contributed to, or been involved in an accident while at work. If necessary, medical attention will be sought prior to testing.

F. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on County premises or while operating County vehicle, machinery, or equipment.

Section 3

The testing outlined for drugs in Section 1 and 2 of this Article will be administered in accordance with the following provisions:

A. Any employee may be subject to an investigation which may include, but not be limited to, drug detection and testing, urinalysis, saliva testing, or any other medically recognized testing procedure. Prior to being tested, the employee will be given the opportunity to present any evidence of legal substances he has taken which may affect the accuracy of the test results. The employee may consult with his Union Steward before being tested, provided such consultation does not delay the testing for more than thirty (30) minutes.

If the employee is ordered to be tested based upon reasonable suspicion or the County is advised of any positive test results, the County in its sole discretion shall decide whether the employee should be returned to a limited duty capacity or relieved of duty pending the results of the testing. If relieved of duty, the employee will be suspended without pay. If permitted to continue working pending the results of the testing, the employee shall not be permitted to operate any equipment or perform any function that could present a danger to the health, safety, or welfare of the public, co-workers, or the employee, and shall not be permitted to operate a motor vehicle. If the test results are negative for the presence of drugs, an employee who has been suspended will be paid for the time lost.

B. Voluntary Rehabilitation: An employee who has not undergone rehabilitation for a substance abuse problem previously while employed by the County and/or has not been asked to be tested based on reasonable suspicion may be granted a leave of absence, without pay for up to thirty (30) days to seek rehabilitation. The County may approve up to a fifteen (15) day extension of this leave upon application by the employee. The employee may be entitled to use accrued vacation and/or sick leave if the employee so requests during this period. The employee shall be responsible for all costs associated with his participation in the rehabilitation program.

C. The decision to investigate and conduct drug testing shall be made by the County Administrator or designee, who shall not be the employee's direct supervisor. Should the employee refuse to cooperate with the investigation and/or drug test, the employee will be terminated. Should the investigation and/or drug test substantiate the influence, use, or presence of drugs, the following procedural steps will be followed:

1. The employee shall be subject to disciplinary action as provided in the Employee Handbook Code of Workplace Conduct. In addition, the employee will be required to participate in and successfully complete a rehabilitation program under the Employee Assistance Program ("EAP") or such other substance abuse program as may be required under the employee's Florida driver's license. Failure to participate in such rehabilitation program shall be grounds for termination. As an alternative to suspension, the employee may request an unpaid leave of absence for up to thirty (30) days to participate in and successfully complete a rehabilitation program. The County may approve up to a fifteen (15) day extension of this leave upon application by the employee. The employee shall be entitled to use accrued vacation and/or sick leave during such leave of absence, if he so elects. The employee shall be responsible for all costs associated with his participation in the rehabilitation program.

   An employee who receives a positive confirmed test result may contest or explain the results to the County's designated medical review officer within five (5) working days after the employee receives written notification of the test result. If the employee's explanation is unsatisfactory to the medical review officer, the medical review officer

shall report a positive test result back the County and the employee shall have the right to contest the drug test result pursuant to rules adopted by the Florida Department of Labor and Employment Security. If the employee's explanation is acceptable to the medical review officer, the employee will be returned to work and will be paid for the time lost.

The individual employee shall have the right to have his original specimen tested by a Florida Health Care Administration or United States Food and Drug Administration approved laboratory of his choice in rebuttal to the initial test, and present such test results to the County. If required for the employee's Florida driver's license, the laboratory must also be approved United States Department of Transportation. This test will be accomplished at the sole expense of the employee. If there is a conflict between the first and second test, the County shall have the right to request a third test of the original specimen by an approved laboratory of the County's choice. If this final (third) test reverses the County's original finding, the employee will be reimbursed for the second test and paid for the time lost.

This retesting, which is available at an employee's option, does not take the place of the testing procedures outlined in paragraphs C2 and C3 of this section. However, the employee may also exercise this retesting option when given the tests outlined in paragraphs C2 and C3 of this section.

2. Prior to returning to work following a suspension or leave of absence described in paragraphs B and C1 of this section, the employee will be given a drug test. If the drug test is positive, the employee will be discharged. However, at the sole discretion of the County, an employee may be allowed to return to work temporarily before completing his rehabilitation program. An employee returning to work under such circumstances shall not be permitted to operate any equipment or perform any function that could present a danger to the health, safety, or welfare of the public, co-workers, or the employee, and shall not be permitted to operate a motor vehicle. Further an employee returning to work before completing his rehabilitation program will be given a drug test on a day and time of the County's choosing, between the 31st day and the 45th day after the first specimen was taken. If the drug test is positive, the employee will be discharged.

3. As a condition of returning to work following the leave described in paragraphs B and C1 of this section, the employee must submit to periodic drug testing no more than once a quarter during the following two (2) year period upon the demand of the County and without prior notice to the employee. Having had the benefit of paragraphs B and C1 of this section, an employee who fails a drug test at anytime in the future will be discharged (Second Offense).

Section 4.

The sick leave, vacation and leave of absence without pay referred to in this Article shall be taken in accordance with the provisions of this Agreement.

Section 5.

If the County finds that the employee's use or possession of any drug has detrimentally affected its interest the employee may be discharged rather than being afforded the opportunities of rehabilitation.

This Article does not prevent the County from disciplining an employee for any violation of the County's Code of Personal Conduct, Departmental Rules and Regulations, or other provisions of this Agreement or the Employee Handbook that may occur regardless of whether it is in connection with the use or abuse of controlled drugs or substances.

Section 6.

Upon request, an employee shall receive a copy of the laboratory report(s) received by the County.

Section 7.

The County and the Union agree to follow the provisions set forth in the "Drug Free Workplace Act", Section 112.0455, Florida Statutes.

ARTICLE 5

SAFETY

Section 1.

All employees and the County shall be responsible for following the provisions of the Employee Safety Handbook. The County shall provide all employees with a copy of the Employee Safety Handbook. The County shall continue to have the right to unilaterally establish adopt, change amend, withdraw, and enforce the Employee Safety Handbook, so long as such actions do not result in a conflict with the specific terms and conditions of this Agreement. The County will post all changes to the Employee Safety Handbook in adjacent to each work site's time clock or in its break room. Except in the case of an emergency, such changes will be posted at least five (5) working days before the effective date of the change. Thereafter, the procedure will be added to the Employee Safety Handbook available in the department and/or division main office. Failure to follow prescribed safety procedures may result in disciplinary action.

Section 2.

A. The County and the Union agree that it is in the best interest of the County and the employee to report accidents as soon as possible, no matter if minor in character. Failure to do so may result in complications of the illness or injury and delay recovery for the employee. Therefore, employees are required to immediately report to their supervisor any accident or injury incurred on the job and/or any work related illness unless physically unable to do so. Failure to so report a job related illness or injury may result in disciplinary action. An employee may also be requested to file a written report regarding a job related illness or injury.

B. Unless an emergency exists, an employee must receive authorization from his supervisor prior to receiving medical treatment. The County reserves the right to designate specific doctors, clinics, and hospitals that will be exclusively authorized to treat employees' on the job injuries and illnesses. An employee wishing to be treated by his own physician must receive prior written approval from his supervisor.

C. In the case of all vehicular accidents on a public right of way, the employee shall immediately call 911, advise the operator that he is a County employee, and ask the 911 operator to call and notify his supervisor, who shall immediately notify the Risk Manager, and the County's Public Safety Department of the accident. The employee shall notify his supervisor immediately of all vehicular accidents on County property.

Section 3.

The County provides safety equipment and devises for employees engaged in work where such special equipment is deemed by the County to be necessary. Such equipment, where provided, must be used. Failure by an employee to utilize provided equipment shall be cause for disciplinary action. In the event an employee is issued prescription safety glasses, the County will replace the glasses only upon the employee turning in the broken glasses or providing proof that his vision prescription has changed.

Section 4.

The Employee Safety Handbook provides for an Accident Review Committee the size and composition of which shall be determined by the County Administrator. Bargaining unit representation on the County's Accident Review Committee shall consist of three (3) bargaining unit employees from three (3) different departments. The Union shall make a good faith effort to recruit representatives from a variety of departments. The Union shall furnish the County Administrator the names of three (3) employees chosen by the bargaining unit. The County Administrator shall appoint these three (3) bargaining unit employees to the Accident Review Committee, except the County Administrator may reject an appointment for good cause. The County will ensure that all appointed bargaining unit members will be permitted during the hours of work to attend the Accident Review Committee. A quorum of the Accident Review Committee shall require an equal number of bargaining and non-bargaining unit members to be present. It will be the County's responsibility to notify the appointed bargaining unit members of the dates and times and locations of the Accident Review Committee meetings. The votes of the individual bargaining unit representatives will be given the same weight as any other individual member of the Accident Review Committee. Any decision or recommendation of the Accident Review Committee will be considered by the County Administrator or designee but will not be binding on the County.

Section 5.

Should an employee have a complaint or a concern regarding the safety of a work site or work assignment, the employee shall consult with his immediate supervisor. If the supervisor deems conditions warrant, he shall contact the Safety Officer and ask him to review the matter. The Safety Officer shall determine whether the work should proceed pending his review.

Section 6.

The County will require its temporary employee agency(ies) to conduct complete criminal background checks on all employees assigned to the County prior to the employees commencing work for the County. In the event a temporary employee will be assigned to the County for a period in excess of five (5) working days, the County will also require that the temporary employee pass a drug test equivalent to the pre-employment drug test required for County employees.

ARTICLE 6

NO CONCURRENT EMPLOYMENT

Section 1

During working hours, the employee is to concern himself strictly with the business of the County and the duties of his position. At no time during working hours shall the employee perform any services or make or receive any telephone calls on behalf of any employment that are not a part of the employee's job responsibilities with the County.

Section 2

An employee shall notify his supervisor of any other employment in order for the County to determine that no conflict of interest, as defined in Section 112.312(8), Florida Statutes (2012), exists with regard to such employment and the employee's duties with the County.

ARTICLE 7

ATTENDANCE

Section 1.

All employees are expected to report for duty at the scheduled time. If an employee is unable to work for any reason, he must notify the department or division, as applicable, he will be absent within thirty (30) minutes after their scheduled start time. In the event an employee provides insufficient notice regarding his absence or tardiness, the employee shall be required to use leave without pay.

Section 2.

Unauthorized absenteeism of greater than three (3) occurrences within a ninety day period or lateness of greater than three (3) occurrences within a ninety day period may be cause for disciplinary action in accordance with the Employee Handbook. If an employee provides a doctor's note on the day the employee returns to work, the absence will be considered authorized.

ARTICLE 8

OVERTIME

Section 1.

Employees shall be required to work overtime when requested unless excused by supervisors. Employees working in those classifications which are overtime eligible classifications and not exempt under the Fair Labor Standards Act will be paid overtime at the rate of time and one-half their regular base rate of pay for all time actually worked in excess of forty (40) hours per work week. The work week for purposes of overtime calculations shall begin at 12:00 a.m. Sunday and run through 11:59 p.m. Saturday. If there are any changes during the term of this Agreement in the Fair Labor Standards Act with regard to overtime provisions which affect public sector employees, the parties shall consider this paragraph immediately open for negotiations and shall immediately meet for such negotiations.

Section 2.

The County will seek volunteers consistent with equitable distribution of overtime within a work area, classification. In the event sufficient volunteers are not available, qualified employees shall be assigned to overtime work in a manner consistent with the equitable distribution of assignments.

Section 3.

For purposes of calculating overtime, paid holiday leave shall be considered as time worked,

ARTICLE 9

HOURS OF WORK

Section 1.

The workweek shall consist of a consecutive seven (7) day period. The work day shall consist of a twenty-four (24) hour period beginning at 12:00 midnight.

Regularly scheduled working hours and days off of employees covered by this Agreement shall not be indiscriminately changed by the County. Changes shall be made by reason of operational necessity and/or efficiency. Such changes require at least ten (10) working days notice to the affected employees except in the case of an emergency. Except as provided herein, an employee's regular work schedule shall contain two (2) consecutive days off. An employee may request that his regularly scheduled days off be non-consecutive. Such request shall be subject to the prior approval of the employee's supervisor based upon the operational and scheduling needs of the department. Such approval shall not be unreasonably withheld. The County Administrator and the Union Business Agent are authorized to mutually agree in writing that certain positions within specified departments or divisions will be exempt from the provisions of this Section 1 and will have a flexible schedule in order to meet operational needs.

Section 2.

A thirty (30) minute lunch, and if provided, up to two (2) fifteen (15) minute break periods will be scheduled by the Department Head/Designee. Whenever consistent with efficient operation, such lunch period shall be scheduled by the Department Head/Designee to fall approximately at the mid-point of the employee's work day. Whenever consistent with efficient operation, such break shall be scheduled by the Department Head/Designee within the approximate mid-point of both the first and the last half of the employee's work day. However, nothing herein should be construed as preventing the County from providing staggered lunch and break times or requiring the County to provide any or the same lunch and break time for employees.

Section 3.

In the event the County determines it is necessary to institute a furlough program, the parties agree to reopen negotiations with regard to the furlough program.

ARTICLE 10

EMERGENCY STANDBY DUTY

Section 1.

In order to provide coverage for services during off-duty hours, it may be necessary to assign and schedule certain employees to emergency standby duty. An emergency standby duty assignment is made by a Department Head/Designee who requires an employee to be available for work on off-duty time which may include nights, weekends and/or holidays.

Section 2.

Emergency standby time is defined as that period of time during which an employee is required to be readily available for emergency call out. When assigned to emergency standby duty, the employee's activities are restricted to the extent that he may be readily contacted by on the cellular telephone provided by the County as set forth in Section 6.

Section 3.

The Department Head/Designee will determine when it is necessary to place employees in an emergency standby status. The department will seek volunteers consistent with equitable distribution of emergency standby time within a work area, classification, and shift and consistent with skill and ability. In the event sufficient volunteers are not available, qualified employees shall be assigned to emergency standby work in a manner consistent with equitable distribution of assignments.

Section 4.

Employees assigned to emergency standby shall be compensated as follows:

A. Two hours token pay will be paid per 24-hour period. This is paid regardless if the employee is or is not called into work. This token pay will be based upon the employee's regular rate of pay.

B. Except as provided below if an employee is called out, he will be paid a minimum of 2 hours per 24 hour period provided the time worked does not immediately precede or extend the employee's regularly assigned work shift. This 2 hour minimum payment will apply only to the first call-out, and the actual time worked will be paid for subsequent call-outs in the same 24-hour period based upon his regular rate of pay or his overtime rate of pay, as appropriate.

C. If an employee is called out during a week in which there is a County holiday, an employee who is called back to work shall be compensated for the amount of time actually worked or two (2) hours, whichever is greater, at 1 ½ times his regular rate of pay. This 2 hour minimum payment will apply only to the first call-out during the 24 hour period, and subsequent call-outs in the same 24 hour period will be paid at 1 ½ time his regular rate of pay for the actual time worked.

Section 5.

Except as provided above for weeks with a holiday, overtime compensation of 1 ½ times the base hourly rate of pay will be paid for hours actually worked in excess of 40 hours per work week to employees who are non-exempt employees under the Fair Labor Standards Act. If there are any changes during the term of this Agreement in the Fair Labor Standards Act in regard to overtime provisions, the parties shall consider this section immediately open for negotiations and shall immediately meet for purposes of computing overtime pay. However, for the purposes of computing overtime, the two hours token pay will count as two hours worked even if no work is performed.

Section 6.

All emergency standby employees will be provided with a cellular telephone and County vehicle for possible use. If the employee does not report to work in a timely fashion, not to exceed 30 minutes, in response to a call for assistance, all emergency standby compensation may be forfeited, and disciplinary action may be enforced.

ARTICLE 11

ON CALL STATUS

Section 1.

It is recognized and agreed by both parties that the nature of the operation of the County sometime requires that employees be available to be called back to work at a time other than their regularly scheduled hours of work, including nights, weekends or holidays.

Section 2.

The Department Head will determine when it is necessary to place employees in an on call status. The department will seek volunteers whenever possible consistent with equitable distribution of on call time within a work area, classification, shift, and consistent with skill and ability. In the event sufficient volunteers are not available, qualified employees shall be assigned on call work in a manner consistent with equitable distribution of assignments.

Section 3.

Employees on the on call list will provide the County with a contact telephone number and will be responsible for keeping the County advised of any changes. Employees on the on call list have complete freedom of activity in the off duty hours until assigned to work and are not considered on "emergency standby" duty.

Section 4.

Employees placed on the on call list who are called back to work shall be compensated as follows:

A. Except during a week in which there is a County holiday, an employee who is called back to work shall be compensated for the amount of time actually worked or 2 hours, whichever is greater, provided such work does not immediately precede or extend the employee's regularly assigned work shift. The 2 hour minimum payment will apply only to the first call-out during the 24 hour period, and subsequent call-outs in the same 24 hour period will be paid based upon actual time worked at his regular rate of pay or his overtime rate of pay, as appropriate.

B. If an employee is called back to work during a week in which there is a County holiday, an employee who is called back to work shall be compensated for the amount of time actually worked or two (2) hours, whichever is greater, at 1 ½ times his regular rate of pay. The 2 hour minimum payment will apply only to the first call-out during the 24 hour period, and subsequent call-outs in the same 24 hour period will be paid at 1 ½ time his regular rate of pay for the actual time worked.

Section 5.

On call time away from work shall not count as hours "worked" for the purpose of computing overtime pay.

Section 6.

This article is not intended to override or interfere in any manner with any work assignment made in accordance with emergency manuals, for example, hurricane preparedness non-military radiological manuals and assignments made in accordance with a state of emergency declared by an appropriate official.

ARTICLE 12

PROBATIONARY PERIOD

Section 1.

The probationary period is an integral part of the hiring and promotion process It is utilized to closely observe the new employee's work, to secure the most effective adjustment of a new employee to the position, and to reject any employee whose performance does not meet the required standards.

Section 2.

This section shall only apply to employees serving an initial probationary period following initial hiring by the County ("new hire"). Except as otherwise provided in Articles 13, 14 and 15 of this Agreement, the probationary period shall extend a minimum of six (6) months from the employee's first day of work with the County or in the position to which he has been promoted. An employee will receive a minimum of two (2) written evaluations during this six (6) month period. The County may extend an employee's probationary period one time beyond the end of the minimum probationary period for a period not to exceed thirty (30) calendar days upon approval of the County Administrator/designee. Further, the probationary period will be extended by the number of days an employee is absent whether paid or unpaid during the probationary period. When the employee has successfully completed the probationary period, and any extension, he shall be placed on regular status. An employee may be terminated with or without cause during the initial probationary period.

Section 3.

Regular status denotes final appointment in a specific County position and classification following successful completion of the probationary period, and any extension thereof.

Section 4.

A newly hired employee who does not successfully complete his probationary period is not entitled to the Grievance/Arbitration Procedures or payments of sick leave or vacation leave at the time of termination.

Section 5.

If an employee who is serving a probationary period incurred as a result of a promotion is found to be unqualified to perform the duties of the higher position, a good faith effort will be made to return the employee to the position and status he held immediately prior to the promotion. If the employee is returned to this former position, his wages will be the same amount he would have been paid if he had not been promoted, including any increases which he would have achieved during the period he held the higher position. If the employee's former position is filled, the employee may be transferred to a vacant position, for which he qualifies, subject to the approval of the Department Head and the County Administrator. If no vacancy exists for which the employee is qualified, he will be placed in a layoff status with recall rights pursuant to Article 14 of this Agreement.

ARTICLE 13

SEPARATIONS

Section 1. Date of Separation

The effective date of separation shall be the last day on which the employee is present for duty unless otherwise specified herein.

Section 2. Resignation

A. Resignation is defined as an action whereby an employee voluntarily leaves County employment with or without giving notice.

B. An employee wishing to leave County employment in good standing shall file with the County a written resignation, stating the date and reasons for leaving. Such notice must be given at least two (2) weeks prior to the date of separation. Failure to comply with this courtesy may be cause for denying such employee re-employment with the County.

Section 3. Retirement

A. Retirement is defined as a voluntary or involuntary procedure whereby an employee separates from County employment for reasons of length of service or disability.

B. Retirement regulations and benefits shall conform with the provisions of the Florida Retirement System in effect upon the effective date of the employee's retirement.

Section 4. Death

Termination shall be effective as of the date of death. All compensation and benefits due to the employee as of the effective date of separation shall be paid to the beneficiary, surviving spouse, or the estate of the employee, as determined by law or by executed form in the employee's Human Resources Department file.

Section 5. Reduction in Force (Lay-off)

A. If a layoff occurs, employees will be laid off by job classification. Employees in the affected job classifications who are in a new hire probationary period will be laid off first. The only exception would be if an employee in a new hire probationary period has a particular skill required to perform duties and no one else employed by the County is qualified to perform such duties in the opinion of the County.

B. The order of layoff of employees other than employees in a new hire evaluation period as provided above, shall be determined by seniority, subject to review any suspensions within the preceding two (2) years. If the employee has had no suspensions within the previous two (2) years and has the ability, skills and desires to bump to a position with a lower pay grade within his division or within his department if all bargaining unit positions in his division are laid off, he may replace the least senior employee in the lower position provided he has more seniority than the employee he is replacing. The employee's rate of pay will remain the same if his wage is within the range of the lower position. If the employee's rate of pay exceeds the maximum of the lower position, the employee will receive the top of

the range for the new classification. An employee who reclassifies to a lower position will not be subject to the provisions of Article 12. If an employee returns to his former job classification within one year from the effective date of his reclassification to a different position, he will not be subject to the provisions of Article 12. Notwithstanding anything to the contrary, the parties agree to adhere to any applicable laws regarding veteran's preference.

C. If a laid-off employee is transferred from one division or department in accordance with Section 5.B to another where a vacancy exists and is required to take a reduction in pay, that employee will have the option of receiving his vacation pay prior to being transferred at the previous higher rate of pay. If the employee chooses not to take vacation pay before the transfer, he will be paid vacation leave at his current rate of pay when he chooses to take vacation. If a full-time employee is laid-off, he will be compensated for his vacation in full and receive sick leave accrued not to exceed eighty (80) hours unless the employee has ten years of continuous service for which he would receive up to sixty (60) days of accrued sick leave. Part-time employees who are laid off will receive their vacation and sick leave pro-rated based on an average two week work period.

D. Recognizing the hardship a layoff creates for an employee, the County will continue to pay its share of health insurance premiums for one full month after layoff for the employee and family coverage.

E. Seniority is defined as the employee's last date of hire with the County with deductions for absences of sixty (60) working days. If employees have the same seniority date, their relative seniority dates shall be determined by the last four digits of the employee's social security number, the lowest number being the most senior.

Section 6. Dismissal or Discharge

A. A discharge is the involuntary separation of an employee from County employment. Employees discharged for disciplinary reasons shall not generally be eligible for re-employment and shall lose all seniority and reinstatement privileges.

B. A discharged employee will be allowed to discuss the discharge with the Union Steward before he is required to leave the property of the County, unless his presence creates an unsafe situation.

C. The County will notify the Union Steward upon the discharge of an employee in the bargaining unit, but failure to give such notice shall not affect the validity of the discharge.

D. Discipline or discharge of employees in a new hire probationary period shall not be subject to the grievance or arbitration procedures.

Section 7. Return of Property and Financial Obligations

A. At the time of separation and prior to receiving final monies due, all records, books, assets, uniforms, keys, tools, and other items of County property in the employee's custody shall be returned to the department. Certification to this effect shall be made by the employee's supervisor. Any monies due because of shortages shall be deducted from the final pay check due or shall be collected through appropriate action.

B. Any outstanding debts incurred by an employee, such as shortages in leave accounts, deductions for the loss or abuse of County property or other financial obligations which are due the County shall be deducted from the employee's final pay check and/or termination leave pay.

ARTICLE 14
RECALL AFTER LAY-OFF

Section 1.

A laid off employee is eligible to remain in a recall status for thirteen (13) months from the date of lay-off. The County's obligation under this provision will continue for thirteen (13) months from the date of lay-off. A person recalled within thirteen (13) months will not lose his seniority, but the amount of time he is laid off will not be credited to him for seniority, retirement and benefit purposes.

Section 2.

When the County decides to increase the work force, laid off employees will be called back in their order of lay off by classification, e.g., last out, first in, providing the employee can still meet the minimum job requirements as stated in the job description and pass a physical examination including a drug test. An employee who is recalled within ninety (90) days of the date of his lay off will not be required to take a physical examination and/or drug test unless the County has specific information that makes such examination and/or test appropriate in its opinion. The employee must notify the Human Resources Department at time of lay off whether he desires to be recalled to the job classification which he held at the time of lay off or to any available position for which he is qualified.

Section 3.

Notice to a laid off employee regarding the County's intention to recall him shall be sent by certified mail to his last known address and by documented telephone call to his last known telephone number as shown in his Human Resources Department File. As an alternative to sending the notice by certified mail, the County may email the notice to the employee at the email address provided by the employee at the time of lay-off. If an employee so notified does not apply in the Human Resources Department or give notice of his intention in writing to do so within five (5) working days of receipt of the notice, it shall be assumed that he has resigned and all rights accrued previously shall be forfeited. If an employee refuses in writing to accept the job offered because it is a lower paying position than previously held, he shall not lose rights for future recall during the thirteen (13) months of eligibility.

Section 4.

An employee will not forfeit his recall rights to his former position under this Article if he accepts recall to a lower paying position or to a temporary position of less than ninety (90) days duration.

Section 5.

An employee who is recalled to his former position within the thirteen (13) month recall period will be paid at his rate of pay at the time of the lay off and will not be subject to the provisions of Article 12. If an employee is recalled to a lower job classification than the one he held at the time of lay off within the thirteen (13) month recall period, he will be paid at his previous rate of pay if it is within the pay range for the new position and will serve an probationary period as set forth in Article 12. An employee recalled to a lower job classification will not be entitled to a pay increase upon satisfactory completion of the probationary period, however, his new anniversary date will be the date he began work in the new position.

ARTICLE 15

TRANSFERS

Section 1.

An employee may be transferred from a classification in one department to the same or equivalent classification in another department or another division in his department provided the transfer is to the advantage of the County and/or results in a better utilization of the education, experience or interests of the employee. No transfer may be made without the approval of the two (2) Department Heads, or the Department Head and two Division Managers in the case of an intra-department transfer, involved, knowledge of the employee involved, and prior approval by the County Administrator. The provisions of the paragraph shall not be administered as a means to discipline employees.

Section 2.

Transfers shall be made as follows:

A. An employee may be transferred to a position within another department or another division within his department with the same job classification and such transfer will not change the employee's pay grade, rate of pay, anniversary date or classification date. An employee who transfers to another department or another division within his department for a promotion or lateral move at his request must remain in the department or division to which he is transferring for a minimum of nine (9) months before applying for a promotion or lateral move to another department or division within his department.

B. An employee transferred at his own request shall serve a minimum of six (6) months probationary period in the new department or division, provided, however, that such employee shall not be entitled to a pay increase at the conclusion of the probationary period. If, during the probationary period, the employee is found to be unsuited for or unqualified in the new department or division, the employee may return to his previous position, subject to the approval of the Department Head, if a vacancy exists. If his former position is filled, a good faith effort will be made to place the employee in a comparable position. If a vacancy does not exist, the employee will be placed in lay-off status with recall rights pursuant to Article 14, Recall After Lay-off.

C. In no event shall an employee's transfer pursuant to this Article result in his receiving a rate of pay which exceeds the pay range for his new position.

Section 3.

The County Administrator may grant an employee's request to transfer to a lower paid job classification, provided the transfer is to the advantage of the County and/or results in better utilization of the education, experience, or interests of the employee. An employee so transferred shall be paid at his rate of pay at the time of his transfer if it is within the pay range for the lower paid classification. If the employee's rate of the pay at the time of his transfer exceeds the highest rate of pay for the lower-paid classification, he will be paid at the top rate of pay for the lower paid position. An employee transferred to a lower paid classification at his own request shall serve a minimum of six (6) months probationary period in the classification, provided, however, those such employees shall not be entitled to a pay increase at the conclusion of the probationary period. An employee who is transferred to a lower paid position shall not be permitted to apply for a promotion to his former classification for a period of one (1)

year following the effective date of his transfer to the lower paid classification.

ARTICLE 16

PROMOTIONS AND VACANCIES

Section 1.

For the purposes of this Agreement, a promotion shall be defined as reclassification to a different position with a higher pay grade.

Section 2.

In filling all vacancies in the bargaining unit, the County shall select the most qualified applicant based upon the following factors:

A. Ability to perform all essential duties in the classification.

B. Ability to meet reasonable performance standards for quality and quantity of work.

C. Length of continuous service with the department and/or County.

D. Overall work record with the County, excluding the following:

(1) Written reprimands (without a suspension) which occurred more than three (3) years prior to the date of application for the promotion if the employee has not received any additional discipline for a period of two (2) years prior to the date of such application.

(2) Suspensions which occurred more than five (5) years prior to the date of application for the promotion if the employee has not received any additional discipline for a period of three (3) years prior to the date of such application.

E. Prior formal education, apprenticeship programs, specialized training schools, military assignment, job experience prior to being employed by the County, and any other relevant qualification the individual may possess.

Section 3.

The parties agree that an employee's continuous service with the department is an important factor when determining qualifications for filling vacancies.

Section 4.

Employees within the department where the vacancy exists shall be given first consideration subject to their qualifications as set forth in Section 2 being equal to other bidders.

Section 5.

Promotional vacancies will be posted in all departments and on Union bulletin boards for at least five (5) working days.

Section 6.

A promoted employee will serve a six (6) month probationary period.

Section 7.

Upon promotion, an employee will receive the minimum pay rate for his new position or a five percent (5%) increase of his pay rate at the time of his promotion, whichever is greater. Except as otherwise provided herein, the employee shall receive a five percent (5%) pay increase upon satisfactory completion of his probationary period. Bargaining unit employees who were promoted prior to September 30, 2012, and did not receive the end of probationary period five percent (5%) pay increase shall receive the increase effective October 1, 2012. In no event shall an employee's transfer or promotion pursuant to this Article result in his receiving a rate of pay which exceeds the pay range for his new position.

Section 8.

The County agrees to post management vacancies and will give bargaining unit employees consideration in filling such vacancies.

Section 9.

An employee who is promoted to a position in another department or another division within his department at his request must remain in that department or division for a minimum of nine (9) months before applying for a promotion or lateral move to another department or division.

Section 10.

The County reserves the right to under fill a position with a lower job classification, subject to meeting the posting requirements in Section 5 of this Article.

ARTICLE 17

TEMPORARY ASSIGNMENTS

Section 1.

The County shall not be prevented from temporarily assigning or appointing any employee to perform work which would normally be done by an employee in another classification, when, in the discretion of the County, such assignment or appointment is necessary.

Section 2.

An employee temporarily assigned to perform work outside his normal classification shall suffer no loss of pay should said temporary assignment be to a lower classification.

Section 3.

An employee who is temporarily assigned to a position in a higher classification shall be paid his regular rate of pay for the first five (5) consecutive calendar days. If such assignment continues beyond five (5) consecutive calendar days, he shall receive five percent (5%) above his regular rate of pay or the minimum of the higher classification, whichever is greater. In the event that the County has been notified by the employee whose position is being temporarily being filled that his absence will extend beyond five (5) consecutive calendar days prior to the first date of such absence or as soon thereafter as possible in the event of illness or emergency, the County shall pay the employee temporarily assigned to fill the position at the minimum of the higher classification or five percent (5%) above his regular rate of pay, whichever is greater, beginning on the first day of the temporary assignment. If the temporary assignment extends beyond five (5) consecutive calendar days, the County shall pay the employee receiving the temporary assignment at such higher rate of pay retroactively for the first five (5) consecutive calendar days of the temporary assignment. This section shall not apply where the distinction in classification is based primarily on experience or years of service.

ARTICLE 18
INSURANCE

Section 1.

For the period October 1, 2012 through and including December 31, 2015, regular full time bargaining unit will participate in the same health insurance program and coverage, including the same rates of employee contribution, as provided by the Board of County Commissioners to its non-bargaining unit employees. The health insurance program shall also include optional dental, prescription care and vision plans.

Section 2.

Regular full time bargaining unit employees will continue to be eligible to participate in the County's short term and long term disability program.

Section 3.

Regular full time bargaining unit employees will continue to be eligible to participate in the County's life insurance program.

Section 4.

Regular full time bargaining unit employees will continue to be eligible to participate in the County's employee assistance program (EAP).

Section 5.

Except as otherwise provided in this Agreement, the insurance coverage listed above shall be discontinued on the date the employee's services are terminated, the day he quits or retires, or the day he goes on any leave of absence other than Family Medical Leave Act leave, or is laid off, provided that, subject to the approval of the insurance carrier, said coverage will continue for that period for which the County has prepaid the premium for such employee.

Section 6.

Eligibility, coverage and benefits under the above insurance plans are subject to the terms and conditions, including but not limited to any waiting period or other time limits, contained in the contracts between the County and the carrier. Any rebates or refunds of premiums paid by the County shall accrue to the County. With reference to the insurance set forth above, the County will continue to have the right to select carriers, to change carriers, and to be self-insured. It is further agreed that the only liability assumed by the County under this article is to pay the premiums agreed upon. Any claim settlement between an employee and the insurance carrier shall not be subject to the grievance procedure.

Section 7.

Subject to satisfying the eligibility requirements, bargaining unit members shall be entitled to participate in the Retiree Health Benefit Program and Medicaid Supplement Program offered to non-bargaining unit employees.

ARTICLE 19

LEAVES OF ABSENCE

Section 1. Court Leave

A. Employees attending court as a witness when instructed or ordered to attend by the County Administrator or designee for County business, shall receive pay at their regular rate for the hours they attend court. This time is charged as leave with pay and such time will be considered as time worked for purpose of computing overtime.

B. Employees on jury duty shall receive pay at their regular rate for such time spent during their normal working hours. This time will be charged as leave with pay; however, such time will not be considered as hours worked for overtime purposes.

C. Those employees who become plaintiffs or defendants in personal litigation or as witnesses in litigation other than that covered in Paragraph A of this Section are not eligible for court leave with pay. In such cases, vacations leave or leave without pay may be granted upon application by the employee and approval by the Department Head. Leave of absence without pay will follow the provisions of Section 4 of this Article. The County recognizes that employees who have been subpoenaed by the court must honor such subpoena.

D. Employees on County paid leave who attend court for only a portion of a regularly scheduled work day are expected to report to their supervisor when excused or released by the court.

E. Employees required to attend court as stated in Paragraph A of this Section, who are on scheduled vacation will either, at the employee's option and with the Department Head's approval, 1) extend their vacation equal to such time spent attending court on behalf of an instruction or order by the County, or 2) reschedule such time in accordance with the vacation policy and Article 23, Vacation Leave.

F. All court attendance must be verified before an employee is compensated. Monies received from court appearances shall be turned over to the County, except for travel pay and meal allowance.

Section 2. Military Leave

An employee may request military leave to serve on active duty in an emergency or on required annual duty, and shall be compensated in accordance with State law, provided:

A. The employee provides his supervisor with one (1) month's notice in advance, where possible, and copies of orders to active duty.

B. Military leave shall not affect an employee's right to vacation or sick leave.

Section 3. Leaves under the Family and Medical Leave Act of 1993 (FMLA

The FMLA establishes the rights of eligible employees to a leave of absence for up to twelve (12) weeks in a twelve (12) month period from their employment for birth, adoption, the care of a family member's serious health condition, or the employee's own serious health condition. It also provides for the continuation of health insurance benefits while on leave and the return of the employee to the same or an

equivalent position at the end of the leave.

The parties state that it is their intention to follow and comply with the FMLA in granting leaves where applicable. Where applicable, an employee's workman's compensation leave will be counted in determining the total amount of FMLA leave used by an employee in a twelve (12) month period.

Section 4. Leave Without Pay

A. The decision to grant a leave without pay (lease of absence) is a matter of administrative discretion, and may only be approved by the County Administrator or designee. Leaves without pay must be requested by the employee at least two (2) weeks prior to the leave, unless circumstances satisfactory to the County Administrator/designee render advance request impossible. All leave without pay requests must be in writing, and indicate a beginning and an ending date. No leave without pay shall extend beyond ninety (90) days. However, all approved leaves of absence shall be granted in increments of thirty (30) days or less. Extensions may be granted if requested at least seven (7) days prior to the expiration of the leave, and approved by the County Administrator or designee. An employee must exhaust all available vacation and/or sick leave, as appropriate, before beginning a leave without pay.

B. The following provisions apply to leave without pay status:

1. An employee granted a leave of absence must keep the department informed of his current activity (school, medical, military, etc.) each time a request for extension of the leave is made. In addition, the employee must keep the department advised of his current address at all times. Failure to comply with these provisions shall result in the employee being dropped from leave of absence status, in which case he must return to duty or be discharged.

2. An employee who obtains either part-time or full-time employment elsewhere while on an authorized leave of absence, may be discharged unless specific approval by the County Administrator/designee is received in advance.

3. An employee granted a leave of absence shall contact the Department Head/designee at least two (2) weeks prior to the expiration of the leave in order to facilitate the reinstatement process.

4. Failure to return to work at the expiration of the leave shall be considered a resignation.

5. No sick leave or vacation shall be accrued by an employee while he is on leave without pay.

6. An effort will be made to return the employee to the position and status held immediately prior to his leave of absence. If the employee's former position is filled, he may be transferred to a position for which he qualifies, subject to the approval of the Department Head and the County Administrator. If no vacancy exists for which the employee qualifies, he will be placed in a layoff status with recall rights pursuant to Article 14, Recall After Lay-Off.

7. The employee will be responsible for the entire cost of his insurance premium while on leave without pay.

8. Leave without pay shall not begin until after the employee has used all existing vacation and/or sick leave.

C. Time spent on leave of absence shall not constitute a break in service. However, the time shall not be credited toward retirement, vacation, sick leave, or toward satisfying the probationary period.

Section 5. Worker's Compensation Leave

Payment of worker's compensation to employees who are disabled because of an injury arising out of and in the course of performing their duties with the County shall be governed by the Florida worker's compensation law.

A. Full wages will be paid for the day of the on-duty injury if disability results, or for that part of the employee's scheduled hours of work for the day of the on-duty injury spent receiving medical treatment.

B. An employee who has experienced a disability under Florida's worker's compensation law resulting from a compensable injury may request the Department Director to approve the use of accrued sick or vacation leave, which together with the payment of worker's compensation, shall provide the employee with a salary equivalent to no more than his normal schedule at his straight time rate of pay. The amount of such accrued leave granted to an employee shall be based upon an employee receiving worker's compensation monies from the first day of disability.

C. Compensation for the disability will be made in accordance with the Florida worker's compensation law.

D An employee on worker's compensation leave shall report to the County Administrator/designee within the first week of every month regarding his health status and prognosis for recovery, unless otherwise directed by the County Administrator/designee.

E. An employee on worker's compensation leave shall make himself available for all doctor's appointments. Such an employee shall follow the doctor's orders and/or directions, and shall avoid any activity which may aggravate or exacerbate the illness or injury.

F. An employee returning from a worker's compensation leave must present a medical release from his physician certifying the employee's ability to return to work without restrictions or with restrictions acceptable to the County Administrator/designee.

G. An employee who obtains part-time or full-time employment elsewhere while on a worker's compensation leave, may be discharged unless specific approval by the County Administrator is received in advance.

H. An effort will be made to return the employee to the position and status held immediately prior to his leave of absence. If the employee's former position is filled, he may be transferred to a vacant position for which he qualified, subject to the approval of the Department Head and the County Administrator. If no vacancy exists for which the employee qualifies, he will be placed in a lay-off status with recall rights pursuant to Article 14, Recall After Lay-Off.

I. Failure to return to work at the expiration of the leave will be considered as a resignation.

J. As stated above in Section 3, an employee's worker's compensation leave, where applicable under the FMLA, shall be included in determining the total amount of FMLA leave used by an employee during a twelve (12) month period.

Section 6. Funeral Leave

In cases of the death of an employee's mother, father, foster parents, stepmother, stepfather, grandparents, great-grandparents, grandparents-in-law, step grandparents, sister, brother, stepbrother, stepsister, wife, husband, son, daughter, stepchildren, foster children, grandchildren, mother-in-law, or father-in-law, the employee will be allowed a maximum of three (3) days paid leave to attend the funeral if held within the State of Florida, or five (5) days paid leave to attend the funeral if held outside of the State of Florida. Funeral leave will be paid at the rate of eight (8) hours per day. The employee will give his supervisor and Department as much notice as possible prior to such leave. Funeral leave must be approved by the Department Head. Such approval shall not be unreasonably withheld.

Section 7. Change in Employee's Health Status

In order for the County to provide a safe and healthy work place, employees shall immediately inform the County of any possible change in physical or mental condition resulting from illness, injury, disability, or pregnancy. If, at any time, the County questions the ability of the employee to perform his job in a safe and satisfactory manner, the County may request that the employee submit to the County a statement by a physician of the County's choice that the employee is physically and mentally able to perform all of the duties that the job requires in a manner that does not interfere with the safety or health of the employee or any other person. If the physician does not so certify, then the County may place the employee on a leave of absence in accordance with the Sick Leave or Leave Without Pay Policy. Except as otherwise required by law, the County shall not be required to return to work an employee recovering from a non-employment related illness or injury pending receipt of a written statement from his treating physician releasing him to full duty for his position.

Section 8. Union Business Leave

Special leave of absence without pay will be granted under the following conditions to authorized Employee Union Stewards for attendance at meetings, conferences, institutes, or seminars sponsored or endorsed by the Union:

A. Written request for such leave shall be submitted by the Union to the Steward's Division Manager, or Department Director if the employee is not in a Division, at least ten (10) calendar days prior to the first day of such requested leave.

B. Not more than one hundred twenty (120) hours of leave from scheduled duty shall be granted annually without pay under this Section.

C. The Department Director or Division Manager may deny a request for unpaid leave submitted under this Section if the absence from duty during the period of requested leave would seriously interrupt the normal functioning or operations of the Department or Division.

D. Within three (3) working days after submission of a request for leave under this Section the Department Director or Division Manager, as appropriate, shall grant or deny the request in writing to the Union with corresponding copy to the Human Resources Department. Leave under this Section shall be limited to designated Union Stewards or any other unit member so designated and approved by the Union Business Representative.

E. It is recognized that an employee who is granted leave without pay under this Section is granted such leave in his capacity as a representative of the Union, as distinguished from his services as a County employee. Therefore, it is agreed that during the period of such leave, the County shall have no legal or other obligation to such employee other than the current life and health insurance, if any and as provided in said Insurance Articles. The leave time granted shall not be considered time worked for the purpose of calculating overtime or other benefits.

F. No more than three (3) people shall be granted such leave for the same function and two employees who perform unrelated duties in the same Division may be allowed to attend the same function.

G. Notwithstanding anything to the contrary in this Section, the parties may agree to allow Union Stewards to an indefinite period of unpaid leave.

ARTICLE 20

PAID SICK LEAVE

Section 1.

Full-time employees who have completed their probationary period shall accrue eight (8) hours of sick leave for each month of service. Part-time employees who have completed their probationary period shall accrue on pro-rata basis based upon the actual number of hours worked. A part-time employee shall be defined as one who fills a part-time (less than forty (40) hours per week) regularly budgeted position. Temporary employees shall not be eligible for paid sick leave. There will be no maximum on the amount of sick leave an employee may accumulate. For overtime purposes, sick leave will not be considered as time worked.

Section 2.

Sick leave shall be considered a privilege which will be allowed only in cases of personal illness or disability, including pregnancy, scheduled doctor or dentist appointments, or in the case of illness within the immediate family.

Section 3.

In order to be granted sick leave with pay, an employee must notify his department as indicated in Article 7.

Section 4.

The County may require medical certification of an employee's absence signed by a physician stating the kind and nature of sickness or injury if such absence exceeds three (3) working days, or if the County feels that the employee has abused the provisions of this article. Use of sick leave when physically fit for duty may result in discharge of the employee.

Section 5.

When an employee's accumulated sick leave is not sufficient to cover an illness or injury, the employee shall use his vacation leave to help cover time needed for absence from work due to the illness or injury.

Section 6.

All employees eligible for paid sick leave shall be entitled to terminal "incentive pay" for accumulated and unused sick leave to be paid to each employee upon normal or regular retirement, or termination or resignation, other than termination for just cause, after six (6) years of creditable and continuous service with St. Lucie County, and to the beneficiary if service is terminated by death, after six (6) years of creditable and continuous service. The payment shall be determined by using the rate of pay received by the employee at the time of retirement, termination, resignation, or death.

Terminal pay allowable for unused sick leave shall not exceed a maximum of two hundred forty (240) hours for employees with six (6) or more but less than ten (10) years of creditable County employment. Terminal pay allowable for employees with ten (10) years of creditable County service begins at four

hundred eighty (480) hours and increases in gradual increments of forty (40) hours each year after ten (10) or more years up to a maximum of seven hundred twenty (720) hours after sixteen (16) years.

This payment shall not be considered in any state retirement system as salary payments, and shall not be used in determining the average final compensation of any employee or any state administered retirement plan. Except for employees on Family Medical Leave, accrued sick leave shall not be used to determine the date of termination.

Section 7.

Pursuant to Section 1-2-16, St. Lucie County Code of Ordinances and Compiled Laws, any employee found guilty in a court of competent jurisdiction of committing, aiding, or abetting an embezzlement or theft from his employer, or of bribery in connection with employment, committed prior to retirement or creditable termination as provided in Subsection 1-2-16(b), whose employment is terminated by reason of his admitted committing, aiding, or abetting of an embezzlement or theft from the County or by reason of bribery or for cause, or who prior to a creditable termination or retirement as provided in Subsection 1-2-16(b), is adjudged by a court of competent jurisdiction to have violated any state law against strikes by public employees shall forfeit all rights and benefits under this section. An employee whose employment terminates as a result of an act committed subject to this section or for cause will not be given credit for unused sick leave accumulated prior to termination should the employee be reemployed at a later date.

Section 8.

All bargaining unit employees shall be eligible to participate in the Shared Sick Leave Program offered to non-bargaining unit employees.

ARTICLE 21

SICK LEAVE INCENTIVE

Section 1.

The employees covered by the Agreement and the Union recognize their obligation to prevent unnecessary absences or other abuses of sick leave privileges. As an incentive for not abusing the sick leave policy, employees may earn extra credit for a vacation in the following manner. Employees who have been employed by St. Lucie County for a minimum of two (2) consecutive years and have unused sick time available, will be entitled to extra paid vacation days as listed in the table below:

120 hours	=	one (1) extra vacation day
240 hours	=	two (2) extra vacation days
360 hours	=	three (3) extra vacation days
480 hours	=	four (4) extra vacation days
600 hours	=	five (5) extra vacation days
720 hours	=	six (6) extra vacation days
840 hours	=	seven (7) extra vacation days
960 hours	=	eight (8) extra vacation days
1080 hours	=	nine (9) extra vacation days
1200 hours	=	ten (10) extra vacation days

Extra vacation days are limited to a maximum of ten (10) regardless of the amount of sick time that the employee may accumulate over 1200 hours.

Section 2.

As additional vacation days are taken, they will be deducted from the employee's sick leave accumulation. For the purpose of this Article, a vacation day is considered to be either eight (8) or ten (10) hours depending on the employee's normally scheduled work day, except for part-time employee who will have their time pro-rated. For the purposes of overtime, incentive vacation days will not be considered as time worked. Incentive vacation days must be taken in eight (8) hour or ten (10) hour increments depending on the employee's normally scheduled work day, except for part-time employees whose time will be pro-rated.

Section 3.

Employee eligibility will be calculated annually as of September 30th each year. Employees will be notified of all incentive vacation days for which they are eligible. Employees must take this time during the following fiscal year ending September 30 or their extra vacation days will be forfeited.

Section 4.

Subject to the approval of the Department Head and the County Administrator, employees may receive pay in lieu of a vacation day(s). Employee will receive eight (8) hours of pay even if their normally scheduled workday exceeds eight (8) hours, except for part-time employee who will have their pay pro-rated. The hours equal to the pay received will be deducted from the employee's accumulated sick leave.

ARTICLE 22

HOLIDAYS

Section 1.

The following holidays are observed by regular full time employees:

New Years Day (January 1st)

Martin Luther King, Jr.'s Birthday (3rd Monday in January)

Memorial Day (Last Monday in May)

Independence Day (July 4th)

Labor Day (1st Monday in September)

Veterans Day (November 11th)

Thanksgiving Day (4th Thursday in November)

Friday after Thanksgiving

Christmas Eve (December 24th)

Christmas Day (December 25th)

Two (2) Floating Holidays

Section 2.

Holidays may be granted at the regular, straight time rate of pay to all eligible employees regularly scheduled to work such days, provided that an employee may be required to work on a holiday if necessary to maintain essential services to the public. The County Administrator shall determine when any department or operation will not be closed in observance of a holiday.

Section 3.

When a holiday falls on a Saturday, the preceding Friday will be designated as substitute holiday and observed as the official holiday for that year. When a holiday falls on a Sunday, the following Monday will be designated a substitute holiday and observed as the official holiday.

Section 4.

When a holiday is observed on a day on which an employee is normally scheduled to work, the employee will receive holiday pay for the number of hours the employee would have been normally scheduled to work that day; i.e. if the employee is regularly scheduled to work a ten (10) hour day, the employee will receive ten (10) hours of pay for the holiday; if the employee is regularly scheduled to work an eight (8) hour day, the employee will receive eight (8) hours of pay for the holiday. If the holiday is observed on a day on which the employee is not scheduled to work, the employee's holiday will be counted as the first

day he would normally be scheduled to work following the date the holiday is observed as indicated above; i.e. if an employee normally works a four (4) day week, ten (10) hours a day schedule Wednesday through Saturday, and a holiday is observed on a Monday, the employee will receive Wednesday off with ten (10) hours pay. If the employee's Department Head/Designee determines, however, that the needs of the department will not permit the employee to have a holiday off, a non-exempt full-time employee will be paid at a rate of one and one-half (1 ½) times his regular hourly rate for all time actually worked on an observed or substitute holiday. A part-time employee who is scheduled to work on a holiday will be paid at his regular rate of pay for all time actually worked on an observed or substitute holiday. A part-time employee who works on an observed or substitute holiday will be entitled to take another day off during that pay period as his holiday and will be paid his regular rate of pay for the number of hours the employee would have been normally scheduled to work that day. A part-time employee shall be defined as one who fills a part-time (less than forty (40) hours per week) regularly budgeted position. Temporary employees shall not be eligible for paid holiday leave.

Section 5.

A. An employee must work or be on active pay status, on the regularly scheduled working day immediately prior to a holiday or designated substitute holiday and the regularly scheduled working day immediately following a holiday or designated substitute holiday in order to qualify for holiday pay. For purposes of this Agreement, active "pay status" shall refer to periods of time during which an employee is being paid for work performed or period of time during which an employee is being paid for approved leave time such as paid sick leave, paid vacation, paid court time, and while on paid military leave.

B. For purposes of computing over-time payments, holidays shall be counted as time worked.

Section 6.

A. When a holiday falls on an employee's regularly scheduled workday during the employee's vacation period, that day will not be charged as a vacation day.

B. When a holiday falls within a period of leave of absence without pay, the employee shall not be paid for the holiday.

Section 7.

As set forth above in Section 1, each eligible employee shall be entitled to two (2) Floating Holidays per fiscal year (October 1 - September 30). A Floating Holiday shall be equal to an employee's regularly scheduled work day; i.e., the Floating Holiday for an employee who is regularly scheduled to work an eight (8) hour day will be eight (8) hours. Except in the event of an emergency, an employee must request his Floating Holiday at least seven (7) calendar days in advance. Approval of the request shall be subject to the department's operational needs. If an employee does not use his Floating Holidays prior to the end of the fiscal year, he may not carry them forward into the next fiscal year.

ARTICLE 23

VACATION LEAVE

Section 1. Eligibility and Rate of Accrual

Eligible employees shall accrue vacation leave with pay as set forth in this Article. Vacation leave shall be earned on an hourly basis based on an eighty (80) hour biweekly pay period. A part-time employee shall be defined as one who fills a part-time (less than forty (40) hours per week) regularly budgeted position. Temporary employees shall not be eligible for paid vacation leave.

A. The basic vacation leave for all full-time employees with less than five (5) years continuous service shall be computed at the rate of ten (10) days per year, accrued biweekly at the rate of 3.08 hours limited to a cap of 160 vacation hours. The basic vacation leave for all part-time employees with less than five (5) years continuous service shall be computed on a pro-rata basis based upon the actual number of hours worked..

B. The basic vacation leave for all full-time employees with five (5) to ten (10) years of continuous service shall be computed at the rate of fifteen (15) days [one hundred twenty (120) hours] days per year, accrued biweekly at the rate of 4.62 hours and limited to a cap of 240 vacation hours. The basic vacation leave for all part-time employees with five (5) to ten (10) years of continuous service shall be computed on a pro-rata basis based upon the actual number of hours worked.

C. The basic vacation leave for all full-time employees with eleven (11) to twenty (20) years of continuous service shall be computed at the rate of twenty (20) days [one hundred sixty (160) hours] per year accrued biweekly at the rate of 6.16 hours. The basic vacation leave for all part-time employees with eleven (11) to twenty (20) years of continuous service shall be computed on a pro-rata basis based upon the actual number of hours worked.

D. The basic vacation leave for all full-time employees with twenty-one (21) to twenty-five (25) years of continuous service shall be computed at the rate of one additional day per year as follows:

1. Twenty-one (21) years of eligible service - Twenty-one (21) vacation days each year, accrued biweekly at the rate of 6.46 hours and limited to a cap of 335 hours.

1. Twenty-two (22) years of eligible service - Twenty-two (22) vacation days each year, accrued biweekly at the rate of 6.78 hours and limited to a cap of 352 hours.

2. Twenty-three (23) years of eligible service - Twenty-three (23) vacation days each year, accrued biweekly at the rate of 7.08 hours and limited to a cap of 368 hours.

3. Twenty-four (24) years of eligible service - Twenty-four (24) vacation days each year, accrued biweekly at the rate of 7.40 hours and limited to a cap of 384 hours.

4. Twenty-five (25) and up years of eligible service - Twenty-five (25) vacation days each year, accrued biweekly at the rate of 7.70 hours and limited to a cap of 400 hours.

The basic vacation leave for all part-time employees with twenty-one (21) to twenty-five (25) years of continuous service shall be computed on a pro-rata basis based upon the actual number of hours worked.

Section 2. Charging Leave

A. Vacation leave may be used as it is earned after completion of six (6) months of service or may be used within twenty-four (24) months from date earned. Any vacation leave not used within twenty-four (24) months from date earned will be considered forfeited and lost, except that when an employee has been denied use of leave because of the needs of the County, the County Administrator may extend the period during which the leave may be used.

B. Vacation leave shall be charged in fifteen minute minimum increments.

C. For purposes of determining overtime payments, vacation hours shall not be counted as time worked.

D. Vacation pay will be at the employee's basic hourly rate of pay.

E. Vacation leave shall be used for sick leave in the event accumulated sick leave is not sufficient to cover length of illness or injury.

Section 3. Request for Leave

A. Except in the event of an emergency or as provided above in Subsection 2.E, an employee shall request vacation leave a minimum of twenty-four (24) hours or a period equal to twice the amount of leave requested, whichever is greater, prior to the start of the leave. Vacation leave may be taken only after approval by the employee's Division Manager or designee. In the event an employee must be absent due to an emergency, he shall notify his department, division office or supervisor, as set forth in the department's attendance policies, as soon as possible.

B Vacation assignments will be made in accordance with the preference of the employee if and when, in the opinion of the employee's supervisor, service requirements will permit. If two (2) or more employees request the same vacation time, and the supervisor in his discretion cannot grant all requests, the request of the employee with the most County-wide seniority as defined in Article 13, Section 5.E. will be granted, provided he has made his request at least sixty (60) days in advance. Otherwise, the first request received will be granted.

C. In the event an employee wishes to take more than his creditable vacation leave, the employee may or may not at the discretion of the Department Head/designee, be granted extra leave without pay.

Section 4. Payment for Unused Vacation Leave

Employees who have completed six (6) months or more service shall, upon leaving the service in good standing, be paid for accrued vacation leave. Any accumulated vacation leave will be paid on the last regular check an employee receives, provided the Finance Department is informed of the termination in time to include it on the last regular check and the termination is not for misconduct. If the Finance Department does not receive the information in time and the termination is not for misconduct, payment for accumulated vacation leave will be made at the end of the next pay period. Vacation leave shall not be used to determine the date of termination.

ARTICLE 24

DUES CHECK-OFF

Section 1.

Employees who wish to join the Union and have their dues deducted through the payroll system may authorize the County to make such deductions by using the Union's authorization form. This authorization shall remain in effect until such time as the County has received written notice of revocation of this authorization from the employee. Any employee who notifies the County that he wishes to revoke his dues deduction shall cease to be subject to dues deduction beginning thirty (30) days after the County's receipt of written notice of such revocation. The County's receipt of a written revocation of authorization from an employee shall be sufficient authorization to cease deductions and the County shall incur no liability to the Union in the event the Union does not receive its written notice from the employee. Employees wishing to revoke membership will be advised of the requirement to notify the Union.

Section 2.

The Union agrees to indemnify and hold the County harmless against any and all claims, suits, orders, or judgments brought or issued against the County as a result of any action taken by the County under the provisions of this Article.

Section 3.

No deductions shall be made from the pay of any employee for any payroll period in which the employee's net earnings for that payroll period, after other deductions, are less than the amount of dues to be checked off.

Section 4.

The Union will send an invoice to the County between the 15th and 20th of each month. The amount of dues owed will be the amount determined by using the Union's formula as calculated by the County's computation program.

The County shall deduct one-half of the amount calculated from the first two (2) paychecks each month, unless the employee has revoked the authorization. The County shall forward the total amounts withheld and a copy of the Union's invoice to the official and address designated by the Union within ten (10) working days of the second deduction.

ARTICLE 25
UNION ACTIVITIES

Section 1.

The County recognizes the right of the Union to appoint or elect Stewards. The number of Stewards shall be no more than as follows:

Airport	1
Facilities, Parks and Recreation	5
Mosquito Control	1
Public Safety	1
Public Works	3

In addition, the Union may designate one of the above named positions as Chief Steward. The Union shall notify the County Administrator, in writing, of the names of the Chief Steward and Stewards and the areas they are representing at least three (3) days before they assume duty. If such notice has not been given, the County has no duty to recognize the Stewards.

Section 2.

Except as otherwise provided herein, Stewards shall not spend time on Union business during working hours. The employee, one Shop Steward, and/or the Chief Steward shall be granted reasonable time without loss of straight-time pay to present the grievance during a grievance meeting, pre-disciplinary hearing or investigatory meeting scheduled by the County. Any other bargaining unit members shall be required to take vacation leave or leave without pay to attend a grievance meeting.

Section 3.

Non-employee Union representatives shall be certified, in writing by the Union, to the County Administrator. A non-employee Union representative shall first make his presence known to the County Administrator, or designee in the County Administrator's absence, at the County Administrator's office, upon entering County premises, and before entering any other County premises or office. No Union representative shall conduct any Union business on County property without receiving the permission of the County Administrator, and no Union representative shall contact any employee during the employee's working hours. In addition to the above, the Union representative shall comply with all applicable rules and regulations of the County concerning visitors.

Section 4.

The Union agrees that, during the term of this Agreement, its non-employee representatives and Stewards shall deal only with the County Administrator or designee in matters subject to discussion in this Agreement. This does not prohibit a Steward from addressing the concerns of individual employees with a Supervisor or Department Head. However, no agreements reached with any member of management other than the County Administrator or designee shall be binding on the County.

Section 5.

No Union member, agent or representative of the Union, or any person acting on the behalf of the Union may solicit County employees during the working hours of any employee who is involved in the solicitation, nor distribute literature during working hours in areas where the actual work of County

employees is performed.

ARTICLE 26

GRIEVANCE PROCEDURE

Section 1.

A grievance is defined as an alleged violation of a specific provision of this Agreement or a belief by the employee that he has been unjustly disciplined or discharged in a manner inconsistent with the Code of Workplace Conduct for all County employees during the term of the Agreement. Such discipline or discharge notices shall be in writing.

Section 2.

This formal grievance procedure is not intended to foreclose or prevent an employee from informally discussing any matter with a supervisor. Such an informal discussion will not be classified as a grievance under this Article. The following procedure shall be followed in presenting a grievance to the County:

Submission of Grievance. If an employee feels he has a grievance as defined above, he shall, within five (5) working days after the employee had knowledge, or reasonably should have had knowledge of its occurrence, present the grievance in writing to his Division Manager, Department Head, or the Human Resources Director/designee, or the grievance shall be considered waived. The written grievance shall name the employee involved, shall contain a complete and detailed statement of the facts giving rise to the grievance (including the date of occurrence and other employees involved), shall specifically identify all of the provisions of this Agreement alleged to be violated, and shall be signed and dated by the employee and a Union steward or Business Representative. In the event the grievance does not contain a complete and detailed statement of the facts giving rise to the grievance (including the date of occurrence and other employees involved), the County may return the grievance to the Union Business Representative with the deficiencies noted. If the Union chooses to pursue the grievance, the Union Business Representative shall return the properly completed grievance to the County Employee and Labor Relations Manager within ten (10) working days of his receipt of the grievance from the County. If the Business Representative does not return the completed grievance within the ten (10) working days, the grievance will be considered withdrawn.

Step One. Within ten (10) working days from the County's receipt of a completed grievance as provided above, the parties will schedule a date for the Step One meeting to be held within thirty (30) days from the date of the County's receipt of the completed grievance. The meeting will be held between the Department Head/designee, Human Resources Director and/or–designee, the grieving employee, Union Steward and/or Chief Union Steward, and the Union Business Representative, if he chooses to attend. Representatives of the County Attorney and the Union's attorney may also attend the meeting. The County will submit the Department Head/designee's written answer to the Chief Union Steward and Union Business Representative within ten (10) working days after date of the meeting. If the grievance is not satisfactorily adjusted or an answer is not given within the time limits, the Chief Union Steward, Union, Union Business Representative, or employee, if not represented by the Union, may submit the grievance for review under Step Two. Such notice shall be submitted to the Employee and Labor Relations Manager/designee. In discharge cases, the employee may skip Step One and initiate his grievance at Step Two, so long as he does so within five (5) working days after the discharge and follows the other requirements of Step Two.

Step Two. If within ten (10) working days after the service of the answer in Step One, the answer is not accepted by the grievant or the Union, the Chief Union Steward and/or Union Business Representative

shall contact the Human Resources Director to schedule a Step Two meeting which shall be held within thirty (30) days from the date of the County's receipt of the completed grievance. If the grievance is not submitted for review under Step Two within the time limits stated above, it shall be considered settled and waived. The meeting will be held between the grieving employee, the County Administrator/designee, Human Resources Director and/or designee, a Union steward, Chief Union Steward, and Union Business Representative. Representatives of the County Attorney and the Union's attorney may also attend the meeting. The County Administrator or designee will submit the County's answer to the grievance to the Chief Union Steward and Union Business Representative within ten (10) working days following the meeting.

Section 3.

It shall be the responsibility of the Union to notify the Grievant of the time and location for the grievance meetings. The time limits set forth in this Article may be extended by the joint written consent of the County and the Union or the employee if he is representing himself. For computing working days in this Article, working days shall be defined as Monday through Friday excluding observed holidays. If a deadline under this Article falls on a Saturday, Sunday, or observed holiday, the deadline will be extended to the next working day.

Section 4.

Only individual grievances may be filed and the County need not consider group or multiple grievances. A class grievance, however, may be considered by the County and resolved as if one grievance. A class grievance shall be defined as a dispute which concerns two (2) or more employees within the bargaining unit arising out of the same set of facts and circumstances and alleging the same violation of a specific provision of this Agreement.

Section 5.

Any grievance not advanced to the next step by the grievant within the time limit in that step shall be deemed abandoned. If the County fails to meet the time limits established for scheduling Step One and Step Two meetings and providing grievance answers, without mutual agreement to extend such time limits, the grievance shall automatically advance to the next step in the grievance procedure.

Section 6.

The grievant shall be present at each step of the grievance procedure. The grievance procedure may be used by both Union members and non-members, however, the Union is not obligated to represent non-members. The grievant shall have the right to present his own grievance to the designated representative of the employer and to have such grievance adjusted without the intervention of the Union, so long as the adjustment is not inconsistent with the terms of the collective bargaining agreement and if the Union has been given reasonable opportunity to be present at any meeting called for the resolution of such grievance. The County shall submit the written response to both the grieving employee and the Union Business Representative.

Section 7.

A grievance which has been processed in accordance with the grievance procedure, but which has not been settled in Step Two, may be submitted to arbitration subject to the requirements of Article 27, Arbitration.

Section 8.

All discipline and discharge notices shall be filed in a grievance file maintained in the Human Resources Department until the grievance has been resolved. A notice that there is a matter relating to the employee in a current grievance file may be placed in the employee's personnel file pending resolution of the grievance. If the grievance is resolved in favor of the employee, the notice of the pending grievance shall be transferred to the grievance file. If the discipline or discharge is upheld, the discipline or discharge notice shall be placed in the employee's personnel file. If a grievance is not filed within five (5) days after the date the employee receives the discipline or discharge notice, the notice shall be removed from the grievance file and placed in the employee's personnel file.

Section 9.

The parties agree to schedule grievance meetings during the Grievant's regularly scheduled hours of work, at a time which least impacts the department's operations.

ARTICLE 27

ARBITRATION

Section 1.

A grievance which has been processed in accordance with the grievance procedure, but which has not been settled in Step Two, may be submitted by the Union to arbitration. An individual may only take a grievance to arbitration if the Union declines to represent him in the arbitration process because he is not a member. The request to arbitrate must be given in writing to the County Administrator, in accordance with Article 3, Correspondence, within seven (7) calendar days following the answer, or the expiration of the time for such answer in Step Two. If such notice is not received as herein set forth, such grievance shall not be subject to arbitration. Except by mutual written agreement of the Union and the County, an arbitration hearing shall be limited to a single grievance. In no event shall arbitration be available subsequent to the expiration of this Agreement, provided, however, that a grievance made arbitral by a specific provision of this Agreement which is in process when this Agreement expires may continue to be processed through the grievance procedure and submitted to arbitration pursuant to this article.

Section 2.

The parties shall jointly furnish to the arbitrator a written submission of the issue or issues to be decided. If the parties after reasonable consultation are unable to agree upon such a submission, each party may file its version of the issue or issues to be decided, and based thereon, the arbitrator shall determine the scope of the issue(s), but in no case shall the issue be broader or extend beyond the issue presented in the original written grievance.

Section 3.

The decision of the Arbitrator must be within the scope of his authority, as set forth herein.

A. The arbitrator shall confine himself to the facts developed at the hearing and which are directly related to the matter at issue.

B. The arbitrator's decision shall be based on the specific language of the Agreement. The arbitrator shall not have the power to add to, subtract from, disregard, or modify any terms or conditions of this Agreement.

C. In making his ruling, the arbitrator shall have due regard for the essential and proper rights and responsibilities of management and shall not interpret this Agreement so as to further restrict or limit those rights and responsibilities.

D. The arbitrator's decision shall not infringe upon the collective bargaining process.

E. If the arbitrator finds he lacks authority to rule on the grievance, the matter shall be referred back to the parties without decision or recommendation.

Section 4.

If the parties are unable to agree to a neutral arbitrator within five (5) days from the date the request to arbitrate is received, either party may request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators, from which to select the arbitrator. The parties shall alternately strike names from the list, with the person requesting arbitration striking first; and, this process shall be repeated until only one (1) name remains. The person whose name remains on the list shall be the arbitrator. Should either party fail to make its strikes in the proper sequence within thirty (30) days following receipt of the panel, the other party may select the arbitrator from the names remaining on the panel. If no name on the first list supplied by the Service is acceptable to a party, that party may request a second list, provided that before making any strike from the first list, it notifies the other party, in writing, and provided that the request for second list is made no more than ten (10) days following receipt of the first list. No additional lists may be sought after the second list without mutual agreement of the parties.

Section 5.

The arbitrator so selected shall hear all of the evidence to be presented by both parties and shall render his decision, in writing, thirty (30) days from the date of the hearing. His decision shall be final and binding upon the County, the Union, and the affected employee. If a decision of the arbitrator provides for retroactivity, it is agreed that retroactivity may not extend back beyond the date that is used for determining whether a grievance is timely filed as defined in Article 26, Section 2, Grievance Procedure. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that he may have received from any source during the period of the back pay, exclusive of any collateral source of compensation being earned prior to the date the alleged grievance occurred. No decision in any one case shall require a retroactive wage adjustment in any other case.

Section 6.

The fees and expenses of the arbitrator shall be shared and paid equally by the parties to this Agreement. All other expenses of preparing and presenting its case, including payment of wages for employees while attending the hearing, shall be borne by the party incurring them or making the request. Should either party cause a transcript to be taken, the party requesting the transcript will pay the full cost of the transcript, but shall not be required to furnish a copy to the other party. If both parties request a transcript, the cost shall be equally divided between the parties.

Section 7.

Unless otherwise agreed, the arbitration hearing will be held in St. Lucie County or in the vicinity.

Section 8.

In the event of any breach of the provisions of the Continuity of Operations article hereof, the Employer may avail itself of any remedy through appropriate Courts or governmental agencies for redress of that breach without regard to the grievance and arbitration provisions hereof.

ARTICLE 28

CONTINUITY OF OPERATIONS

Section 1.

The Union agrees that there will be no strikes as defined in Section 2 herein and such activity shall constitute a breach of contract. The term includes not only activities directed against the County, but action done in support of or sympathy with other employees or unions. The Union supports the County fully in maintaining normal operations. It is recognized by the parties that the County is responsible for and engaged in activities which are the basis of the health and welfare of the citizens, that any violation of this Article could give rise to irreparable damage to the County and to the public at large. Accordingly, it is understood and agreed that in the event of any violation of this Article, the County shall be entitled to seek immediate injunctive relief as well as any other relief it is entitled to under law. The County agrees not to engage in a lockout during the term of this Agreement.

Section 2.

The term "strike" shall mean the concerted failure of employees to report for duty; the concerted absence of employees from their positions, the concerted stoppage of work by employees; the concerted submission of resignations by employees; the concerted abstinence in whole or in part by any group of employees from the full and faithful performance of the duties of employment with a public employer for the purpose of inducing, influencing, condoning, or coercing a change in the terms and conditions of employment or the rights, privileges, or obligations of public employment, or participating in a deliberate and concerted course of conduct which adversely affects the services of the public employer; the concerted failure of employees to report for work after the expiration of a collective bargaining agreement; and picketing in furtherance of a work stoppage. The term "strike" shall also mean any overt preparation, including, but not limited to the establishment of strike funds with regard to the above listed activities.

Section 3.

It is agreed that any violation of this Article shall be grounds for discipline including discharge and shall not be grievable except to determine if the violation did in fact occur.

Section 4.

The Union agrees that in the event of any strike, as defined in Section 2, a responsible official of the Union shall promptly and publicly disavow such strike and order the employees engaged in such activity to return to work.

ARTICLE 29

SUBCONTRACTING

Section 1.

Subcontracting shall mean for the purpose of this Agreement, work which will be contracted out by the County to another agency, persons, company, group, etc., which results in the direct displacement (lay-off) of bargaining unit employees.

Section 2.

The County reserves the right to subcontract work. Should subcontracting occur which will result in regular bargaining unit employees currently on the payroll being laid off, the County agrees to notify the Union when the request to subcontract is put on the County Commission agenda. The Union reserves the right to appear before the County Commission and express its position to the County Commission for consideration at the time the Commission considers the subcontracting agenda item. If employees are laid off due to subcontracting, they shall have the rights provided under Article 13, Section 5, Separations, Reduction in Force.

ARTICLE 30

BULLETIN BOARDS

Section 1.

The County will furnish space for the Union to place one bulletin board at each location where the County has an official bulletin board.

The Department Head will approve the exact location for placement of the bulletin board within his facility, except that the County Administrator or designee shall approve placement in the Administration Building. Union bulletin boards may be no larger than 20 inches by 30 inches.

Section 2.

All notices placed on such bulletin boards shall relate solely to official Union business. Notices posted shall not contain derogatory, defamatory, inflammatory, or untrue statements about the County or any of its officials. Bulletin boards shall not be used to communicate with the general public, to distribute political matter, or for advertising. All notices shall clearly state that they are "Teamster Notices" and shall be signed and dated by the Union Business Representative or Chief Steward who will accept full responsibility for their content.

Section 3.

The Union Stewards shall check all bulletin boards at reasonable intervals to insure that no unauthorized materials have been posted. If unauthorized materials have been posted or if the Union Chief Steward has been notified that bulletin boards contain unauthorized materials, the Union Chief Steward shall cause such unauthorized materials to be removed immediately.

ARTICLE 31

UNIFORMS

Section 1.

The County will furnish to employees required to wear a uniform set comprised of a collared shirt and/or t-shirt a pair of pants and/or shorts for each day the employee is regularly scheduled to work in a workweek. Each department shall determine the type of uniform(s) appropriate for its employees. It is understood that such uniforms are not to be worn except while employees are on the job and while traveling to and from the job each work day. Employees shall be responsible for laundering the uniform, except for certain positions designated by the County. Employees shall wear no hats or caps except those furnished by the County, and employees are encouraged to wear such cap or hat when working outside. Except as provided herein, the County is not required to replace caps or hats more than twice during a fiscal year. Uniforms and/or hats which are damaged to the point of being unwearable due to normal laundering and/or normal wear and tear may be replaced by the County at the request of the employee upon returning the damaged article to the County.

Section 2.

Any employee who is supplied uniforms shall be required to wear such uniform while working. Any such employee who reports to work not wearing a uniform shall be sent home without pay and shall not be permitted to work until he returns to work wearing his prescribed uniform.

Section 3.

Tools and equipment which are normally supplied by the County will be used properly and carefully by the employees who require them in the work. It is the responsibility of the employee to use and secure such tools and equipment in such a manner as to minimize the potential for loss or theft.

ARTICLE 32

WAGES

Section 1.

FY 2013

The County shall provide a lump sum payment of $1350.00 to each bargaining unit employee on October 26, 2012 assuming the Agreement is fully ratified by both parties on or before October 18, 2012. In the event the Agreement is not fully ratified by both parties on or before October 18, 2012, the payment will be included with the next available payroll which is issued a minimum of fourteen (14) days after the Agreement is fully ratified by both parties.

FY 2014 and FY 2015

The parties agree to re-open negotiations for general wage increases for FY 2014 and FY 2015 on or before February 1, 2013 and February 1, 2014, respectively.

Section 2.

Upon promotion to a higher pay grade, each bargaining unit employee shall receive a five percent (5%) wage increase or the bottom of the pay range for new position, whichever is greater.

Section 3.

Except as otherwise provided in Article 16 (Promotions), upon satisfactory completion of the probationary period, an employee shall receive a five percent (5%) wage increase, effective with the first payroll period after completion of the probationary period.

Section 4.

The parties acknowledge and agree that no member of the bargaining unit shall receive a Service Award bonus, as described in Section 3.06 of the Employee Handbook, or a Holiday Bonus during the period October 1, 2012, through and including September 30, 2015.

ARTICLE 33

RETIREMENT

The County will continue to maintain its participation in the Florida Retirement System for all employees covered under this Agreement as provided by Florida Statute and Florida Administrative Code.

ARTICLE 34

PRINTING AGREEMENT

This Agreement shall be printed within a reasonable time by the County. The County shall provide to the Union one hundred (100) copies and the Union will be responsible for any additional requests for copies. Each employee coming within the scope of this Agreement shall be entitled to receive one copy from the Union upon request. In addition, the County agrees to place a copy of the agreement upon its website.

ARTICLE 35

GENERAL

Section 1.

Masculine pronouns used herein shall refer to men or women or both. The use of masculine job classification titles shall be construed as including both genders.

Section 2.

Members of management will not be regularly assigned the same work as that regularly performed by members of the bargaining unit. Further, this does not limit management from regularly performing such work which is incidental to their managerial responsibility. This provision shall not apply to actual or declared emergencies.

Section 3.

Unless otherwise stated in this Agreement, references to "days" shall mean calendar days and not work days.

Section 4.

The term "Department Head" as used in this Agreement is defined as the level of administrator in the employee's department or division who reports directly to the County Administrator.

Section 5.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had unlimited right to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. They, therefore, each voluntarily and unqualifiedly waive the right for the term of this Agreement to bargain collectively with respect to any matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered by this Agreement. This Agreement represents the entire agreement between the parties and no other agreements or practices are binding upon either party hereto with respect to wages, hours, or working conditions of the employees covered hereby. The County shall not be obligated to continue any benefits or employee practices which is has given or engaged in prior to the execution of this Agreement unless such benefits or practices are specifically set forth in this Agreement, and past practices of the County will not be considered in interpreting this Agreement.

Section 6.

It is further understood and agreed that neither party hereto has been induced to enter into this Agreement by any representations or promises made by the other which are not expressly set forth therein and that this document correctly sets forth the effect of all preliminary negotiations, understandings and agreements and supersedes any previous agreement, whether written or verbal. This Agreement constitutes the entire agreement and understanding between the parties and shall not be modified, altered, changed or amended in any respect except on mutual agreement set forth in writing and signed by both parties.

ARTICLE 36

SAVINGS CLAUSE

If any article, section, or provision of this Agreement should be found invalid, illegal or not enforceable by reason of any existing or subsequently enacted legislation or by judicial authority, all other articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement. If such action occurs, the County and the Union shall meet within thirty (30) days for the purpose of negotiating a mutually satisfactory replacement for such provision.

ARTICLE 37

DISCIPLINE AND DISCHARGE

Section 1.

Except as otherwise provided in Article 12 (Probationary Period), no employee covered by this Agreement shall be discharged or disciplined without just cause. Discipline will be administered within ten (10) business days after the completion of the County's investigation of the matter. In the event of an accident, the employee will be notified within ten (10) business days of the Safety Committee's decision on the matter. All notices of discipline and discharge shall be in writing and signed by the applicable Department Head or designee. An original of the disciplinary notice shall be presented to the employee who shall acknowledge in writing that he has received the notice. Notice of the disciplinary action shall recite with particularity the action being taken and the reasons for the action. The Human Resources Department shall provide a copy of the disciplinary notice to the Union. Subject to the provisions of Article 12 (Probationary Period) and Article 26 (Grievance Procedure), the disciplined employee shall have the right to grieve the disciplinary action, including discharge.

Section 2.

The parties agree that the County will not consider an employee's record of verbal warning or counseling when considering disciplinary action in a later case if the employee has not been disciplined in the eighteen (18) months preceding the current disciplinary action.

Section 3.

The parties agree that the County will not consider an employee's record of written warning or counseling when considering disciplinary action in a later case if the employee has not been disciplined in the twenty-four (24) months preceding the current disciplinary action.

Section 4.

The parties agree that the County will not consider an employee's record of suspension when considering disciplinary action in a later case if the employee has not been disciplined in the thirty-six (36) months preceding the current disciplinary action.

ARTICLE 38

DURATION OF AGREEMENT

Section 1.

Except as otherwise provided herein, the provisions of this Agreement shall be effective as of October 1, 2012 and shall continue and remain in effect through September 30, 2015.

Section 2.

During February of 2013 and 2014, each party shall be entitled to reopen one article of its choosing for negotiation.

Section 3.

During February of 2015, the parties shall open negotiations on all articles of the agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates set forth below.

ATTEST:

_____
CLERK

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

BY:_____
CHAIRMAN

DATE: October 16, 2012

APPROVED AS TO FORM AND CORRECTNESS:

_____
COUNTY ATTORNEY

TEAMSTERS LOCAL UNION NO. 769
AFFILIATED WITH THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS

BY:_____
PRESIDENT

DATE: 11/15/12

BY:_____
BUSINESS AGENT